



**REQUEST FOR PROPOSAL #FY 2010-PW 401
WATER AND SEWER COMPREHENSIVE COST OF SERVICE AND RATE DESIGN STUDY**

Finance Support Services Department
9293 Harding Ave, Surfside, FL 33154

ISSUE DATE: 1/4/2010

Page 1 of 48

**PROPOSALS TO BE RECEIVED NO LATER
THAN 3:00 PM ON:
WEDNESDAY, FEBRUARY 3, 2010**

CONTACT:

Martin D. Sherwood, CPA CGFO
Finance Director
PHONE NUMBER: 305-861-4863
FAX: (305) 861-1302
E-MAIL: msherwood@townofsurfsidefl.gov

**PROPOSALS WILL BE OPENED AT 3:01 PM
ON :
WEDNESDAY, FEBRUARY 3, 2010**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Proposer Name:	<p>Proposals are firm for 90 days:</p> <p>Yes___ No___ Other_____</p> <p>List of Deviations (if any) attached:</p> <p>Yes___ No___</p>
Address:	
Town, State, Zip:	
Phone Number:	
Fax Number:	
Email Address:	
FEIN Number:	

Proposal packages shall be mailed or hand-delivered to the Town Clerk located at the TOWN HALL, 9293 Harding Ave, Surfside, FL 33154. Receipt of Proposals will be officially closed after time and date identified above. Proposals received after the specified time and date will not be accepted. The Town will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in Town Hall will be the official authority for determining late Proposals.

One (1) original (MARKED "ORIGINAL"), and three (3) copies, plus one (1) electronic copy on compact disk (CD) of all Proposal sheets and required attachments shall be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, RFP No. 2010-PW 401, "Water and Sewer Comprehensive Cost of Service and Rate Design Study" Proposer's name and return address shall be clearly identified on the outside of the envelope.

Authorized Signature

Title (typed or printed)

Printed Name & Title

Date

CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

For the proposal to be considered, one (1) original **marked "ORIGINAL"**, and three (3) copies plus one (1) electronic copy on compact disk (CD), of the proposal be received by the Town of Surfside no later than 3:00 P.M. on Wednesday, February 3, 2010.

NOTE: The Proposal opening will be conducted in a public meeting at 3:01 P.M. on Wednesday, February 3, 2010. The location of the opening will be at Town Hall 9293 Harding Ave Surfside, FL 33154.

This "Standardized Check List" has been provided to assist the Proposer with the submission of their Proposal package. This Check List cannot be construed as identifying all required submittal documents for this project. Proposers remain responsible for reading the entire Proposal document to insure that they are in compliance.

The Town, in its sole discretion, reserves the right to reject any and all Proposals, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Proposals. The Town specifically reserves the absolute right to determine the seriousness of any proposer's failure to specifically conform to the requirements of the proposal document. Proposers cannot utilize the Town's determination of the seriousness of any specific non-conformance as a basis to protest the award of any proposal. Proposals may be considered subject to rejection if in the sole opinion of the Town; there is a serious omission, unauthorized alteration of form, an unauthorized alternate Proposal, incomplete or unbalanced unit price, or irregularities of any kind. The Town may reject, as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

Item #	SUBMITTALS	RFP Page #('s)	Proposer Response Included		
			YES	NO	N/A
1	Proposer has completed, signed and included Cover Sheet	1			
2	Proposer has completed, signed and included the Check List of Minimum Required Submittals	2-3			
3	Proposer has provided one (1) original and three (3) copies plus one (1) electronic copy on compact disk (CD)	1 & 2			
4	Proposer has included their Title Page	16			
5	Proposer has included their Table of Contents	16			
6	Proposer has provided a signed Transmittal Letter	16			
7	Proposer has provided their Firm Approach	16			
8	Proposer has provided their Project & Previous Experience	16			
9	Proposer has included their Project Management	17			
10	Proposer has included their Project Approach	17			
11	Proposer has completed, signed and included all Proposal Forms (Cost Proposal)	22-24			
12	Proposer has completed, signed and included their Identical Tie Proposal sheet with signature – Drug-Free Workplace affidavit (if applicable)	25			
13	Proposer has completed and included their	26-27			

	Qualification Statement (signed & notarized)				
14	Proposer has completed and included their Reference Sheet	28			
15	Proposer has completed and included their Local Preference Certification Statement (Not Required for Class "C")	29			
16	Proposer has included a copy of business tax receipt (occupational tax)	17			
17	Proposer has confirmed that their proposal reflects all Addenda for this project (all Addenda will be posted to www.townofsurfsideFL.gov for notification and retrieval)	30			
18	Proposer has completed, signed and included their Anti-Kickback affidavit	31			
19	Proposer has completed, signed and included their Non-Collusive affidavit	32-33			
20	Proposer has completed, signed and included their Sworn Statement on Public Entity Crimes	34-35			
21	Proposer has read, understood, and submitted all additional required documentation for proposal evaluation.				

 Authorized Signature

 Company

 Printed Name & Title

 Date

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WATER AND SEWER COMPREHENSIVE COST OF SERVICE AND RATE DESIGN STUDY

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SECTION 1

INTRODUCTION

The Town of Surfside (hereinafter referred to as "Town") is requesting sealed Proposals from qualified consultants to perform a Water and Sewer Comprehensive Cost of Service and Rate Design Study.

PROPOSAL DUE DATE & TIME: WEDNESDAY, February 3, 2010 AT 3:00 P.M. Proposal packages shall be mailed or hand-delivered to TOWN HALL, 9293 Harding Ave, Surfside, FL 33154. Proposals are to be received NO LATER THAN 3:00 P.M. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. The Town will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in Town Hall will be the official authority for determining late Proposals.

NOTE: Proposal opening will be conducted in a public meeting at 3:01 P.M. on, Wednesday, February 3, 2010. The location of the opening will be at Town Hall, 9293 Harding Ave, Surfside, FL 33154

All Proposal sheets and required attachments must be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, RFP No. 2010-PW 401 "WATER AND SEWER COMPREHENSIVE COST OF SERVICE AND RATE DESIGN STUDY". Proposer's name and return address should be clearly identified on the outside of the envelope.

Proposer shall submit four complete sets (one (1) original (marked "ORIGINAL"), and three (3) copies), plus one (1) electronic copy on compact disk (CD) complete with all supporting documentation. Proposals submitted by facsimile (fax) or electronically will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of the Town. It is the Proposer's responsibility to ensure that Proposal submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements. Addendums are available online at <http://www.townofsurfsidefl.gov>.

Proposals not submitted on the enclosed Proposal Form may be rejected, unless stated otherwise in the Proposal documents.

For information concerning procedure for responding to this Request for Proposal (RFP), contact Martin Sherwood, CPA CGFO, Finance Support Services Department at (305) 861-4863. Such contact is to be for clarification purposes only. Material changes, if any, to the Scope of Services, or Proposal procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the Proposal Documents shall be submitted in writing and directed to the **Town of Surfside, 9293 Harding Ave, Surfside, FL 33154, Attention: Martin Sherwood, CPA CGFO. Questions may also be sent via fax at 305-861-1302 or e-mail at msherwood@townofsurfsidefl.gov.** Questions received less than twelve (12) calendar days prior to the date for opening of the proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their proposals.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The Town reserves the right to accept or reject any and all Proposals, with or without cause, and to waive any technical errors, informalities as set forth below, or irregularities in any bid, to cancel or postpone it at any time in the submittal process or to readvertise, and to accept the Proposal which best serves the interest of the Town of Surfside. The Town may award sections individually or collectively whichever is in its best interest.

ADDENDUM AND AMENDMENTS TO REQUEST FOR PROPOSAL: If it becomes necessary to revise or amend any part of this Request for Proposal, the Town's Finance Director will furnish the revision by written Addendum to all prospective proposers who are recorded with the Town as having received an original Request for Proposal. Addenda information will be posted online at www.townofsurfsidefl.gov. Proposers are responsible to check this location for updates.

AWARD - Award will be made to the lowest and best responsible offer or who's Proposal is determined by the Town, to be in the best interest of the Town.

COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations will be posted at least seventy-two (72) hours in advance of such meetings/presentations. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the Town Hall building at 9293 Harding Ave, Surfside, FL 33154, at www.townofsurfsidefl.gov.

CONFLICT OF INTEREST - The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state or local laws.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the Town in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

DISCRIMINATORY VENDOR LIST: An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Proposal for a contract to provide goods or services to a public entity, shall not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity (Section 287.134(3)(d), Florida Statute).

ECONOMY OF PREPARATION: The proposals should be prepared simply and economically, providing a straightforward, concise description of the proposers' ability to fulfill the requirements of the proposal.

INFORMALITIES - The Town of Surfside reserves the right to both waive any informality in Proposals and to determine, in its sole discretion, whether or not informality is minor.

INFORMATION AND LITERATURE: Proposers are to furnish all information, literature and exhibits in the format required requested. Failure to do so may be cause for rejection.

INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed to the designated buyer. Interpretations, that may affect the eventual outcome of this Proposal, will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the Town of Surfside.

PRICING - If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

PROPOSAL ACKNOWLEDGE: By submitting a proposal, the proposer certifies that he/she has full knowledge of the scope, nature, and quality of work to be performed.

PROPOSER EXPENSES: No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The Town will not pay a retainer or similar fee. The Town is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The Town will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by

the proposer. The Town will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals for leases of real property to a public entity, may not be awarded or perform work as a Successful Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statute).

PUBLIC RECORDS: Florida Law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the Town in connection with an RFP response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after proposal opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Town will treat all materials received as public records.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The proposer shall furnish such additional information/clarification as the Town may reasonably require. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The Town reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation of service personnel.

REQUEST FOR MODIFICATION: The Town reserves the right to negotiate a final agreement with the top-ranked proposer to more fully meet the needs of the Town.

RESPONDENT/RECOMMENDATION OF AWARD INFORMATION: The Notice of Consideration for Award for Proposals is posted at least seventy-two (72) hours in advance of such award. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the Town Hall building at 9293 Harding Ave, Surfside, FL 33154; at www.townofsurfsidefl.gov. Notice of Award, Proposals currently available, are available online. Proposers, who do not have Internet access, may request a copy by enclosing a stamped, self-addressed envelope with the Proposal response.

TAX EXEMPTIONS: The Town of Surfside is tax exempt. The Town of Surfside tax-exempt number is 85-8012740160C-2.

TIME FOR CONSIDERATIONS: Proposals will be irrevocable after the time and date set for the opening of Proposals and for a period of ninety (90) days thereafter.

TRADE SECRETS: Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the Town is presented with the alleged secrets together with proof that they are legally trade secrets. The Town will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the Town before obtaining the Town's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

SPECIAL CONDITIONS

- A. LOCAL PREFERENCE:** On December 8, 2010, the Town of Surfside Town Commission authorized Ordinance #2009-1543 which allows for a Local Business Preference Policy. The Policy includes:

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into two (2) types of classes:

1. Class A Business – shall mean any Business who is holder of a current Town local business tax receipt which is physically located within the Town limits of Surfside.
2. Class B Business - shall mean any Business that is located outside the corporate limits of the Town of Surfside but are holders of a current Town local business tax receipt which is physically located within a ten (10) mile radius of the corporate limits of the Town.

Provided that: 1) A Business can only qualify for one class preference level; 2) A Business with outstanding liens, fines or violations with the Town shall not be eligible to qualify for Class A or Class B status; 3) A Business which operates through the use of a post office box, mail house or a residential/home address shall not be eligible to qualify as either a Class A or Class B Business, with respect to the business's location;

The term "Budgeted Cost" shall mean the estimated cost of the project as determined by the appropriate Department Head and certified to the Finance Director after a proposal is submitted to the Town but prior to the opening of said proposal.

Preferences will be considered after the completion of the final rankings. Preference shall be applied to Businesses as follows:

1. Class A Business - five percent (5%) preference;
2. Class B Business – three percent (3%) preference;

The local preference shall not be applied in the following circumstances:

1. The Business submits a proposal that exceeds the projected Budget Cost;
2. State or federal law prohibits the use of local preferences;
3. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies which prohibit the use local preferences;
4. Emergency purchases;
5. Sole source purchases;
6. Cooperative purchasing agreements or utilization of other agency contracts;
7. The Business is determined to be unqualified to perform the work as determined by the Town.

- B. CODE OF ETHICS:** Proposer warrants and represents that it will abide by the Conflict of Interests laws and Code of Ethics as adopted or applied to the Town of Surfside.

STANDARD INSURANCE REQUIREMENTS

The Certificate of insurance shall be made to the Town of Surfside, 9293 Harding Ave, Surfside, FL 33154 and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the Town of Surfside.

Minimum coverage with limits and provisions are as follows:

- A. Commercial General Liability: The Successful Proposer shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent Successful Proposers, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the Town of Surfside and shall name the Town of Surfside as an additional insured. The policy of insurance shall be written on an "occurrence" form.
- B. Automobile: Successful Proposer shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. Professional Liability Insurance: Professional liability insurance with a minimum limit of one million dollars (\$1,000,000) aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000 for each claim CONSULTANT represents it is financially responsible for the deductible amount.
- D. Umbrella/ Excess Liability: Successful Proposer shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability, Employers Liability.
- E. Workers' Compensation: The Successful Proposer shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Said policy must include Employers' Liability insurance with limits of no less than:
- | | |
|---------------------------|---------------|
| • Each Accident | \$ 100,000.00 |
| • Disease – Policy Limit | \$ 500,000.00 |
| • Disease – Each Employee | \$ 100,000.00 |

Successful Proposer shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

- F. Other Insurance Provisions: The Town of Surfside is to be specifically included on all certificates of insurance (with exception to Workers Compensation) a named additional insured. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Proposer to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Proposer to insure that all subcontractors comply with the same insurance requirements spelled out above. The Town may request a copy of the insurance policy according to the nature of the project. Town reserves the right to accept or reject the insurance carrier.

SECTION II

AGENCY OVERVIEW

The Town of Surfside, incorporated May 19, 1935, is a political subdivision of the State of Florida. The legislative branch of the Town is composed of five elected Commission Members, one of which is the Mayor. The Town Manager is responsible for the execution of Commission's established and adopted policy. The Town, has an estimated population of more than 5,775, is within the incorporated area in Miami-Dade County.

The Town purchases its water from the Miami-Dade County Water and Sewer Department and utilizes the City of Miami Beach Sewer Department to process its sanitary sewer service. A local government's control over water and sewer services plays a major role in effective long-range land use planning, and brings the Town into concurrence with State requirements for providing water and sanitary sewer service throughout the Town. Effective 2009, the utility embarked on an aggressive infrastructure improvement plan. Our goals are:

- To provide water and sewer utility infrastructure throughout the Town consistent with the Town's Comprehensive plan.
 - To correct negative environmental impact and provide utility service, groundwater and environmental protection that will promote public health, safety, and welfare of the citizens of Surfside and surrounding areas.
 - To provide wastewater reuse to green space areas.
 - To provide a safe potable water product throughout the Town
 - To collect, treat, and dispose of wastewater in a manner consistent with mandated Federal, State and Local regulations
- Provide all of these services on a continual basis in a reasonable cost effective manner.

The Town of Surfside is a wholesaler of water that is purchased from Miami-Dade WASD through three master water meter locations containing one 2" and one 6" water meter each. The majority of the customers (approximately 1,341) are single family with single potable water meters and some with irrigation meters.

The Town has funded replacement of approximately 33,000 LF of water main to replace existing iron water pipes that are undersized and/or corroded. The replacement program is long overdue for the entire system, including valves and hydrants. The 5-year CIP addresses major improvements within a two year period. Minimal repairs will be required after the major improvements to maintain the level of service. The Sewer Rehabilitation Plan has completed Phase I and II and has scheduled Phase III FY 2010 to be in compliance with the mandates from DERM.

Additional information regarding the Town of surfside, such as the Comprehensive Plan and the recently adopted EAR is available on the official web site: ***www.townofsurfsidefl.gov***

SCOPE OF SERVICES

Purpose

The Town is pursuing a comprehensive rates, fees and charges study, which will require a qualified consultant or consulting firm.

The purpose of the Rate Design Study is to provide the Town with information sufficient to support a recommendation to the Town Commission for a multi-year adjustment in rates for water and wastewater operations. This study will also determine the adequacy and most appropriate structure for all rates, fees, and charges assessed by the Town considering such current issues as conservation, consumption characteristics of various customer classes, deviation from cost of

service principles and fairness and equity implications, financial stability, customer affordability, and economic development.

It is assumed that the Town's current cost allocations model will be reviewed and changed if required by the rate design. The services of a consultant to conduct a rate design study for the Town have never been utilized. There are various miscellaneous charges and fees that will need to be analyzed in order to develop a thorough cost recovery system. Examples of some of these charges are: impact fees, lift station maintenance fees, late check fees, turn-on/turn-off fees, industrial monitoring fees, and lab fees.

Generally, the rate study shall be fair and reasonable to service debt first and to provide adequate funding after catastrophic events, such as floods and hurricanes. The consultant shall include but not limit the following fixed costs:

1. Repair existing infrastructure
2. Replacement of existing infrastructure
3. Periodic service repairs to meters
4. Meter reading
5. Meter testing
6. Backflow test
7. Fire Hydrant maintenance
8. Billing / Postage
9. Debt service
10. Operations

The rate study shall maintain total charges in alignment with total costs. Other cost considerations are as the follows:

1. Legal fees
2. Insurance
3. Accounting / audits
4. Personnel (HR)
5. Engineering
6. Public Relations
7. General management
8. Capital Improvement Program
9. Costs of Water

A suggested guideline for the Rate Study to meet the municipality's needs is as follows:

1. Sufficient revenues to recover operating and capital costs
2. Establish customer groups or classes
3. Incorporate a rate change with reasonable costs (programming, billing, etc.)
4. Consistent with local, state and federal ordinances, laws, and regulations
5. Minimize financial impact on consumer
6. Consistent rate that serves year to year-not over or under needs

Due to the length of time since cost allocation and rate design matters were thoroughly analyzed and in light of other current issues, the Town felt it appropriate to obtain professional consultant services to conduct a comprehensive study and to prepare a report thereon.

A. Scope of Work

1. General

- a) The minimum services to be provided by the selected firm(s) for water and wastewater are outlined below. Final reports are to be prepared for all analyzed operations.
- b) Analysis of historical demand levels and price elasticity of demand with an evaluation and projection of the key components of demand, including numbers and types of customers, daily and hourly demand, and peaking factors.
- c) Analysis of historical demand and consumption characteristics with the purpose of properly classifying and segregating the costs associated with the different functions and customers of Town.
- d) Analysis and classification of Town's existing utility plant in service
- e) Analysis and classification of the Town's existing debt service requirements.
- f) Review and analysis of the maintenance and operation expense requirements projected by Town and allocation to proper cost components.
- g) Evaluation of current rates and rate structure in terms of the ability of these rates to generate adequate revenue to meet requirements from the proper source.
- h) Allocation of the costs of service for a defined test period to the related functional components and customer classes.
- i) Development of a fair and equitable rate structure, which produces sufficient revenues to meet Town's needs and which recovers proportionately the cost of services from the customer classes for which costs are incurred by Town.
- j) Assessment for rates that address customer affordability. Research and development of an affordability index may be necessary to complete this analysis.
- k) Evaluation of adequacy of the existing level and structure of charges in the Regulations for Water Service, in providing for proper cost recovery of extensions to the System, delivery of water, and water service.
- l) A table of rates showing the comparison of the Town of Surfside to other local and regional governments. The table shall have rates for a minimum of 5 local and 1 regional municipal government utility rates with full consideration of equivalent industry standards.
- m) Be present in proceedings before the Town Commission, its staff and committees.
- n) Assistance in the drafting of a final rate resolution or ordinance for implementation for the Town of Surfside.

2. Determination of Revenue Requirements

- a) Meet with the Town Finance Director, Finance Support Services Department staff, Public Works Director, to review the operating and capital improvements program (CIP) budgets, to review the Town budget and revenue requirements models, and to discuss Town major financial policies and objectives related to utility revenue requirements.
- b) In conjunction with Town staff, determine total utility service revenue requirements. The consultant should be prepared to provide necessary

assistance and review of determinations of revenue requirements using the: Cash Basis, Utility Basis, and Cash Basis for In-City service & Utility Basis for Out-of-City service as those terms are defined in the AWWA water Rates Manual. Revenue requirements determinations must be consistent with the expressed financial objectives of Town, including the accomplishment of multi-year rate stability and compliance with established Town financial policies.

3. Determination of Revenues Realizable at Current Effective Rates

- a) The consultant will assist in developing and reviewing an estimate of annual service revenues realizable at current rates. This task will entail a determination that Town estimate of projected sales volumes realizable during the test period accurately represent sales volumes given normal weather conditions and expected growth.

4. Fictionalization or Revenue Requirements

- a) The consultant will develop a plan for assigning or allocating each component of revenue requirements to specific utility functions. The plan will consist of a specification of the utility functions to be used for this purpose, based on the assessment of information available for cost of service analysis, as well as a delineation of the procedures to be employed to accomplish a comprehensive assignment or allocation of revenue requirement components.

5. Classification of Revenue Requirements

- a) The consultant will develop a plan for classifying revenue requirements, which may be in accordance with the commodity- demand method as defined in the AWWA Water Rates Manual. The plan will consist of a delineation of the procedures to be employed to classify costs and will accommodate the potential need to use alternative cost classification assumptions.

6. Allocation of Revenue Requirements

- a) The consultant will prepare a plan for developing alternative allocations of revenue requirements to specific customer classes. This plan will include procedures for the development of a comprehensive scheme for grouping customers into classes, and for each component of revenue requirements, identification of the service characteristic to be used for allocation purposes. Issues for which alternative allocation procedures are likely to be suggested include, but are not necessarily limited to: service level consumption characteristics, or growth.
- b) The consultant will be primarily responsible for developing and presenting supporting justification for the recommended allocation methods as well as complete discussions of the primary characteristics, major assumptions and relative advantages and disadvantages of alternative cost allocations.

7. Rate Design

- a) The consultant will develop options for rate designs for water and wastewater services for each class of customers. The plan will include procedures for

development of rate options under competing cost allocations and address specific policy objectives such as: “lifeline” rates, affordability, water conservation incentives, revenue recovery from growth-type customers, or other rates as may appear appropriate.

- b) The consultant will be primarily responsible for developing and presenting supporting justification for the recommended rate design as well as complete discussions of the primary characteristics, major assumptions and relative advantages and disadvantages of alternative design options.

8. Public Involvement Effort

- a) The Rate Consultant will work with Town staff in coordinating a public involvement process. The main focus of this effort may include a citizen’s rates advisory group, which will review findings of the rate consultant and make recommendations to the Town Commission. The consultant should budget for a professional facilitator or communications consultant to assist in this effort, although it is not necessary to have a final selection included in the proposal. It will not be necessary to include the communications consultant in the Selection Interviews, but questions will be asked about recommendations regarding the communications consultant and prior experience with such consultants. Town and the selected rate consultant will agree upon final selection of the communications consultant.

B. Expectations

1. Deliverables

- a) Bi-weekly status reports from the consultant will be required and must, at a minimum, summarize the hours expected, tasks accomplished, assignments, and identify significant problems with suggested solutions.
- b) Draft Final Report - Four (4) copies shall be delivered to the Town for staffs review prior to June 1, 2010 (approximate).
- c) Final reports: Should include executive summaries that highlight major issues and decisions, a comprehensive rate design section that details all methodologies, assumptions, public input, and calculations, and a background section that includes all data used in the development of recommended and alternative designs.
- d) Models: Several models may need to be developed during the process of rate design. These may include a price elasticity of demand model, cost allocation model, plant in service allocation model, and others. All models will become the property of Town, and the appropriate personnel will be trained on the operation of said models. Please identify the software (Microsoft office 2007 professional-Excel, preferred), which will be utilized for model development and transmittal.

2. Education

- a) One of the reasons that Town is requesting the services of a consultant is to learn more about the process of rate development. This includes traditional methodologies and state of the art ideas that are being used or tested in other companies or industries. It is Town's expectation that its staff will be able to conduct the next rate design study independently after having worked and trained with the consultant. The educational component of this relationship is paramount to the success of this study. It should include methodology, computer models, and the capacity to modify or update the models or computations if necessary.

3. Presentations

- a) It will be necessary to brief various stakeholders. These may include Town Commission, Town Staff, customer groups, neighborhood associations, and other stakeholders. It is the Town's expectation that the consultant will organize and develop the presentation materials for and participate in many of these meetings and include the content and conclusions of these meetings in the deliverables outlined above.

C. Timelines

- a) The rate approval process entails a development phase, a communication and public input phase, and an approval phase. Under certain circumstances, the approval phase of the project may be delayed, however, full implementation is expected to be immediate upon approval which shall not extend beyond September 25, 2010.

III. Other Requirements

Other requirements prospective consultants should note are as follows:

- Unresolved issues may affect your competitiveness.
- All contracts will require the provision for a "Right-to-Audit" clause.
- The Fringe Benefit Multiplier submitted by the consultant during negotiations will be examined for appropriateness and will be subject to audit and payments will be adjusted accordingly.
- The Town shall retain the right to approve or disapprove all sub consultant selections on all projects.
- The Town shall retain the right to approve or disapprove any changes/variances of proposed sub consultants and their related percentage of work "as proposed" from the original submittal form of the selected consultants.
- Errors and Omissions Insurance of \$1,000,000.00 will be required on all contracts issued from this RFQ, if applicable.
- All consultant contracts will be required to define reimbursable "direct costs" with no additional markup applied.

SECTION III

PROPOSAL SUBMITTALS

For the proposal to be considered, one (1) original **marked "ORIGINAL"**, and three (3) copies plus one (1) electronic copy on compact disk (CD) of the proposal must be received by the Town of Surfside on or before 3:00 P.M. Wednesday, February 3, 2010.

NOTE: Proposal opening will be conducted in a public meeting at 3:01 P.M. on Wednesday, February 3, 2010.

Proposers shall include the following information in their proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

Title Page

Show the Request for Proposal subject, the name of your firm, address, telephone number, name of contact person and date.

Table of Contents

Clearly identify the material by section and page number.

Letter of Transmittal

- Limit to one (1) or two (2) printed pages.
- Briefly state the firm's understanding of the work to be done and provide a positive commitment to perform the work.
- Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone number(s).
- The letter must be signed by an authorized representative of the company who has the authority to commit the company to their proposal as submitted.
- Certify that the firm has not defaulted on any other governmental contract and there is no pending litigation or unsatisfied judgments against the company and if that certification cannot be made, submit a list of incidences of default and list of pending litigation on the qualification statement included herein.

Firm Profile

- State whether your organization is national, regional or local
- State the location of the office from which your work is to be performed.
- What ability does the firm have to sustain the potential loss of key personnel and still adequately meet the terms of the contract?
- Hourly rate schedule and standard rate for other miscellaneous items
- Please disclose all litigation that your firm has been involved in as a result of your previous rate studies and the outcome of the litigation.

Project Team and Previous Experience

- Provide an organizational chart for the project team – including any sub consultants.
- Identify the project manager and each team member who will work on this project
- For each individual in listed above, answer the following questions. Please use a separate page for each team member.
 - a. What will be the individual's role in the project(s)?
 - b. Where is this individual located?
 - c. What is the availability of this individual to devote time to the project(s)?
 - d. How long has this individual been with the firm/project team?
 - e. Give one example of specific experience relevant to this project.

- Provide one page resume for all key personnel and sub consultants.
- Identify the number of years in business along with a brief historical summary of the firm.
- Provide past experience in providing similar consulting services to governmental entities
- Describe the team's previous experience in utility department consulting, (one page maximum)
- Describe the team's familiarity with the Town of Surfside and the Town's Utility Department.
- Identify the location of the firm and the team and discuss how that will affect the services required under this request (one page maximum).
- Provide a client listing and a minimum of three (3) current or previous references for similar projects as defined by the Scope of Service herein. Include the term of the relationship(s), current status and individual, contact name, address, email, and telephone number.

Project Management

Please limit responses to one page for each section.

- Describe how the project team will be managed. Who will be the Town's primary contact point?
- Describe the way the team will allocate staff resources to a typical project. Specifically discuss the average percentages of managerial, technical and administrative staff allocated to a typical project.
- Discuss the team's quality control program. What percent of a typical project task order would be dedicated toward quality control?
- Discuss the firm's recent, current and projected workload. Describe how responsive the firm can be in terms of service to the Town of Surfside Water and Sewer Utility Department relative to other clients. Describe the firm's willingness and ability to meet schedule and budget constraints. Which team member will be responsible for ensuring compliance with budget and schedule constraints?
- Describe how the team responds to problems relative to errors and omissions. Give specific examples of how the firm has handled errors and omissions claims from previous clients. Provide a 5 year history of claims.

Project Approach

Explain in concept how your firm would approach this project to ensure it meets, and continues to provide for the needs of this agency as expressed in the Scope of Service. Proposers may offer alternative solutions/options to achieve successful completion of the Scope of Service. **ONLY PROPOSALS WHICH CLEARLY DELINEATE A SPECIFIC APPROACH AS DESCRIBED IN THE SCOPE OF SERVICE WILL BE CONSIDERED.**

Proposed Cost

All costs associated with delivering the requested services shall be detailed in the format requested on pages 22 through 24. The cost must include a schedule of hourly rates for the personnel proposed for the work along with any proposed charges for other services or reimbursements. Note: Travel, food and lodging will not be reimbursed. These types of charges must be included in your "not to exceed" costs.

Attachments: Additional information, which the offeror feels will assist in the evaluation should be included.

Additional Required Proposal Submittal Forms, Reference Sheets; Addenda Acknowledgements; Proposers Qualification Statement; Identical Tie Proposal Sheet-Drug-Free Workplace Affidavit (if applicable); Business Tax Receipt; Local Preference Certification Statement to qualify for Class "A", Class "B", or Class "C" Anti-Kickback Affidavit, Non-Collusive Affidavit; Sworn Statement on Public Entity Crimes.;

SECTION IV

REQUEST FOR PROPOSAL TIME LINE

The **anticipated** schedule for this RFP is as follows:

Proposal Issue Date	January 4, 2010
Proposal Advertised	January 4, 2010
Deadline for Questions	January 22, 2010
Submission Deadline (Close Date)	February 3, 2010 at 3 p.m.
Opening Date	February 3, 2010 at 3:01 p.m.
Town Commission Consideration	March 9, 2010
Contract Award	March 10, 2010

EVALUATION PROCEDURE

All proposals will be subject to a review and evaluation process. It is the intent of the Town that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The Town will consider all responsive and responsible proposals received in its evaluation and award process.

The Town's evaluation criteria will include consideration of, but will not be limited to the following:

- 1) Responsiveness of the proposal related to the Scope of Work;
- 2) The ability, capability and skill of the proposer to perform the contract;
- 3) Whether the provider can perform the contract within the time specified without delay or interference.
- 4) The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- 5) The ability of the proposer to provide future service for the use of the subject of the contract;
- 6) The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the commodities or service;
- 7) Litigation in previous rate studies and the outcome;
- 8) Whether the proposer can perform the contract within the time specified, without delay or interference;
- 9) The character, integrity, reputation, judgment, experience and efficiency of the proposer;
- 10) Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;
- 11) The quality of performance of previous contracts;
- 12) The previous and existing compliance by the proposer with laws and ordinances relating to the contract;
- 13) The number and scope of conditions attached to the bid or proposal;
- 14) Responsiveness of client references;
- 15) Net costs; and
- 16) Such other information as may be secured.

CRITERIA

Firms submitting the required criteria will have their proposals evaluated and scored for technical response, qualifications and experience, quality of proposal, and cost. The following represent the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value.

EVALUATION CRITERIA	Category weights
Cost of Services	50
Technical Response	20
Qualifications & Experience	20
Quality of Proposal	10

During the evaluation process and at the sole discretion of the Town, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the Town in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the Town may have on a proposer's submittal.

SELECTION PROCESS

In general, the Town wishes to avoid the expense to the Town and to proposers of unnecessary oral interviews. Therefore, the Town will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) may request the Finance Support Services Department to schedule the top ranked firm(s) for oral presentations/interviews.

Formal Oral Presentations/Interviews (If Required)

The Town may chose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the Town chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. If oral presentations or interviews are held the following guidelines will be used.

The Town's Finance Director will establish the schedule and proposers will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The Town will allot equal time for each proposer divided into three sequential parts: formal presentations, questions and answers, and discussion.

Oral interviews/presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Final Ranking and Recommendation for Award

After clarification is completed, the Committee will re-score all proposals to determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the Town.

The Committee's final ranking will be provided to the Finance Director who will then factor in the local preference percentages where applicable (in accordance with Town of Surfside Ordinance #2009-1543, dated December 8, 2009).

The Town will rank all complete written proposals received and/or formal oral presentations/interviews in order of preference and submit this ranking as its' final recommendation to the Town Manager. The Town Manager may award the proposal, or if required by ordinance, will review and make a recommendation to the Town Commission for further action. The Town Manager or Town Commission's (whichever applicable) decision will be final.

Award of Contract

The Award of the Contract will be to the entity the Town believes is the lowest Responsive and Responsible Bidder, and whose qualifications indicate the Award will be in the best interest and most advantageous to the Town.

If the Town accepts a proposal, the Town will provide a written notice of Award to the lowest Responsive and Responsible Bidder, who meets the criteria and the Town may negotiate part of a contract or to make minor modifications during the agreement process.

If the successful Proposer to whom a Contract is awarded forfeits the Award by failing to execute a contract, the Town may, at the Town's sole option, award the Contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-advertise for the Work.

SECTION V APPENDIX



REQUEST FOR PROPOSAL #FY 2010 PW 401 WATER AND SEWER COMPREHENSIVE COST OF SERVICE AND RATE DESIGN STUDY

**PROPOSALS TO BE RECEIVED NO LATER
THAN 3:00 P.M. ON WEDNESDAY, FEBRUARY 3, 2010**

**PROPOSAL OPENING: 3:01 PM ON WEDNESDAY,
FEBRUARY 3, 2010**

**PROPOSAL FORM
RFP NO. FY 2010 PW 401**

Water and Sewer Comprehensive Cost of Service and Rate Design Study
SHEET 1 OF 3

The undersign hereby declares that after examining the Proposal Documents for which proposals were advertised to be returned no later than 3:00 p.m., Wednesday, February 3, 2010, does hereby submit a response to the proposal and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d. If the proposal is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the Town and the Proposer.

In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that Proposer has examined copies of all the contract Documents and of the following Addenda:

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____
Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

The Town desires to accept this Proposal only if in so doing the Town can place a limit on the Town's liability or any cause of action arising out of the submission of this Proposal, so that the Town's liability never exceeds the sum of \$100.00. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Proposer expresses its willingness to submit this Proposal with the knowledge that the Proposer's recovery from the Town for any action or claim arising from the submission of this Proposal is limited to a maximum amount of \$100.00. Accordingly, and notwithstanding any other term or condition of this Request for Proposal that may suggest otherwise, Proposer agrees that the Town shall not be liable to Proposer for damages in an amount in excess of \$100.00, for any action, cause, reason or claim arising out of the submission of this Proposal. Nothing contained on this form or elsewhere in this Request for Proposal is in any manner intended either to be a waiver of the limitation placed upon the Town's liability as set forth in Section 768.28, Florida Statutes, or to extend the Town's liability beyond the limits established in said Section; and no claim or award against the Town shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

Authorized Signature

Address

Printed Name & Title

Town, State, Zip Code

Company

Telephone No.

Date:

Fax. No.

PROPOSAL FORM
RFP NO. FY 2010 PW 401

Water and Sewer Comprehensive Cost of Service and Rate Design Study

SHEET 2 OF 3

Please provide **not-to-exceed** fee for services requested:

\$ _____

Please complete the Standard Hourly Rate Schedule; page 3 of 3 of the proposal forms for additional services "as needed".

Authorized Signature

Address

Printed Name & Title

Town, State, Zip Code

Company

Telephone Number

Date

Fax Number

Email Address

Cell Phone Number

Water and Sewer Comprehensive Cost of Service and Rate Design Study**CONSULTANT'S COMPANY NAME
STANDARD HOURLY RATE SCHEDULE
SHEET 3 OF 3**

POSITION	HOURLY RATE

THE ABOVE RATES INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT. THEY DO NOT INCLUDE DIRECT EXPENSES.

ATTACH ADDITIONAL PAGE(S) IF NECESSARY.

IDENTICAL TIE PROPOSALS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that are imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

AUTHORIZED SIGNATURE

COMPANY

DATE

PROPOSERS QUALIFICATIONS STATEMENT

All questions shall be answered and data represented clearly and comprehensively. This statement shall be notarized. If additional space is needed for further information additional sheets may be attached.

1	Name of Business:	
2	Permanent Address of Business:	
3	Date Company was established.	
4	Number of years the principal of the business has worked in this area of business. Provide same information for key personnel.	
5.	What is the general character of work performed by your company?	
6.	How many employees does your firm employ?	
7.	Provide a list of the contracts representing the amount of dollars, performance schedule, and the date of completion.	
8.	Has the firm failed to complete any contract work awarded? Defaulted on a contract? Had a contract canceled or terminated? When and Why?	
9.	List the major equipment available for the contract. Identify if equipment is owned, or is to be leased/rented.	
10.	List the amount of experience in similar type projects.	
11.	List the bank reference the firm associates its business.	
12.	List the credit amount available.	
13.	List any lawsuits or arbitration involvement in the last seven (7) years and the outcome.	
14.	Will you, upon request, provide a	

	detailed financial statement and furnish any other information that may be required by the Town?	
--	---	--

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town of Surfside in verification of the recitals comprising this Statement of Proposer's Qualifications

Signature of Authorized
Representative

Sworn to or affirmed and subscribed before me this _____ day of _____, 2009.

Personally known		Produced Identification		Type of Identification	
------------------	--	-------------------------	--	------------------------	--

Notary Public State of: _____

REFERENCES

Proposer shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.

1. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____ Fax Number _____
Length of contract or business relationship: Start Date _____ End date _____
Contract Value \$ _____
Description of work provided on this contract _____

2. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____ Fax Number _____
Length of contract or business relationship: Start Date _____ End date _____
Contract Value \$ _____
Description of work provided on this contract _____

3. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____ Fax Number _____
Length of contract or business relationship: Start Date _____ End date _____
Contract Value \$ _____
Description of work provided on this contract _____

LOCAL PREFERENCE CERTIFICATION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____, being duly sworn, deposes and says that:

He/she is _____ of _____,
(Title) (Firm/Company)

has submitted the attached Proposal, and is requesting consideration for the following preference to the Town of Surfside. In general, the minimum requirements are as follows (please refer to Ordinance No. 2009-1543 for more specific detail):

- (1) _____ is a **Class A** Business as defined in the Town of Surfside Ordinance No. 2009-1543. A copy of the Town of Surfside Business Tax Receipt is attached as justification.
Firm / Company Name
- (2) _____ is a **Class B** Business as defined in the Town of Surfside Ordinance No. 2009-1543. A copy of the Business Tax Receipt is attached as justification.
Firm / Company Name
- (3) _____ requests a **Conditional Class A** classification as defined in the Town of Surfside Ordinance No. 2009-1543. Written certification of intent is attached.
Firm / Company Name
- (4) _____ requests a **Conditional Class B** classification as defined in the Town of Surfside Ordinance No. 2009-1543. Written certification of intent is attached.
Firm / Company Name
- (5) _____ is considered a **Class C** Business as defined in the Town of Surfside Ordinance No. 2009-1543 and does not qualify for Local Preference consideration.
Firm / Company Name

The foregoing instrument was acknowledged before me this _____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Sworn to or affirmed and subscribed before me this _____ day of _____, 2010.

Personally known		Produced Identification		Type of Identification	
------------------	--	-------------------------	--	------------------------	--

Notary Public State of: _____

ADDENDUM ACKNOWLEDGEMENT FORM

Addendum #	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER:

(Company Name)

(Signature)

(Printed Name & Title)

EXHIBIT ____
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE } SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Surfside, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 2010

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

EXHIBIT ____
NON-COLLUSIVE AFFIDAVIT

State of _____ }
County of _____ } SS:

_____ being first duly sworn, deposes and says that:

- a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;
- c) Such Bid is genuine and is not collusive or a sham Bid;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

EXHIBIT _____
NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of _____)

) SS:

County of _____)

BEFORE ME, the undersigned authority, personally appeared
to me well known and known by me to be the person described herein and who executed the
foregoing Affidavit and acknowledged to and before me that
executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, 2010.

My Commission Expires:

Notary Public State of Florida at Large

EXHIBIT ____
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Surfside

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this _____ day of _____, 2010

Personally known _____

OR produced identification _____ Notary Public – State of _____

(Type of identification) My commission expires _____

(Printed, typed or stamped commissioned name notary public)

EXHIBIT ____**PROFESSIONAL CONSULTANT SERVICES AGREEMENT
TOWN OF SURFSIDE*****WATER AND SEWER COMPREHENSIVE COST OF SERVICE AND RATE DESIGN STUDY***

This is an agreement entered into this ____ day of ____ 2010, by and between the Town of Surfside, 9293 Harding Ave, Surfside, FL 33326 a political subdivision of the State of Florida, hereinafter referred to as TOWN and _____ hereinafter referred to as CONSULTANT.

For and in consideration of the mutual agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the TOWN hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

SECTION 1 - GENERAL IDENTIFICATION OF SERVICES

The following documents are incorporated herein and made an integral part of this Agreement:

Specifications prepared by TOWN in its Request for Proposal No. FY 2010 PW 401, Water and Sewer Comprehensive Cost of Service and Rate Design Study (Exhibit 1).

Proposal Submittal for TOWN prepared by CONSULTANT dated _____ (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

Specific direction from TOWN Manager (or designee).

This Agreement and any attachments.

Exhibit 1

Exhibit 2

All professional services provided by the CONSULTANT for the TOWN shall be identified in the attached EXHIBIT "A" Statement of Work and Exhibit "B" Consultant's Proposal. No additional work shall be performed under this Agreement without written authorization from the Town. The written authorization for additional services shall constitute an addendum to this Agreement.

SECTION 2 - TOWN OBLIGATIONS

The TOWN agrees that it shall furnish to the CONSULTANT, upon request, any data available in the TOWN'S files pertaining to the work to be performed under this Agreement.

SECTION 3 - PROFESSIONAL SERVICES

Upon receipt of Authorization to Proceed, CONSULTANT agrees to perform professional services set forth in Exhibit "A" in accordance with the negotiated terms of this Agreement, and in accordance with accepted professional standards and practices.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel.
- B. Comply with federal, state, county and local laws or ordinances applicable to the work.
- C. Cooperate fully with the TOWN in scheduling and coordinating all phases of the work.
- D. Supervise and coordinate the work of any sub consultants.
- E. Cooperate and coordinate with other TOWN consultants, as directed by the TOWN.
- F. Report the status of the work to the TOWN upon request and hold records, and other documents open to the inspection of the TOWN or its authorized agent at any time during normal business hours.
- G. Submit for TOWN review all data representative of the progress of the Work at the percentage stages of completion that may be stipulated in Exhibit "A". Submit for TOWN approval the final work product upon incorporation of any modifications requested by the TOWN during any previous review. Any TOWN approval of the CONSULTANT'S work shall not be deemed to diminish the CONSULTANT'S warranty set forth above.
- H. Confer with the TOWN during the further development and implementation of improvements for which the CONSULTANT has provided services.
- I. Interpret documents, correct errors and omissions and prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost.

SECTION 4 - TIME OF COMPLETION

The services to be rendered by the CONSULTANT for each section of the work shall commence as specified in Section 7 of this Agreement.

SECTION 4.1-DELAY IN PERFORMANCE/FORCE MAJURE

TOWN shall be entitled to withhold progress payments from CONSULTANT for services rendered until completion of services to TOWN's satisfaction.

A delay due to an Act of God, fire, labor dispute, manufacturing delay, riot or civil commotion, act of public enemy or other cause beyond the control of CONSULTANT, shall not subject TOWN to any liability to CONSULTANT, nor CONSULTANT any liability to the TOWN. At TOWN's option, the period specified for performance of services may be extended by the period of delay occasioned by any such circumstance, and services not performed by CONSULTANT shall be made or performed during such extension, or the time to perform the services not performed shall be extended for a period equal to such delay. During this period such delay shall not constitute a delay by CONSULTANT.

SECTION 5 - COMPENSATION

The TOWN agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below, as specified in an approved Purchase Order:

- A. Lump Sum Fee – A fee in the amount of (XX.XX) for any requested portions of work, payable in monthly installments of (XX.XX) each,
- B. Reimbursable Expenses – The CONSULTANT shall be compensated for certain work-related expenditures not covered by the Lump Sum Fee for CONSULTANT services, and not to exceed (XX.XX). The TOWN will reimburse the CONSULTANT for: All incidental expenses incurred by the CONSULTANT in the course of conducting TOWN business including long distance telephone, fax charges and document production. Other requests for reimbursable expenses will be compensated at a rate of 1.0 times actual expenses. Such expenses may include:
 - a. Courier Services.
 - b. Facsimile (\$2.00 per facsimile).
 - c. Photocopies (\$.0.15 per page).
 - d. 3rd Party expenses, such as printing, incurred on behalf of TOWN.

SECTION 6 - PAYMENT AND PARTIAL PAYMENTS

Subject to the TOWN'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the TOWN may make monthly payments or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month, and in accordance with Exhibit "A" and Exhibit "B", and under the provisions of Chapter 218, Part VII, (Florida Prompt Payment Act), Florida Statutes. Town shall promptly pay consultant any undisputed amounts consistent with the Florida Prompt Payment Act.

- A. The CONSULTANT shall submit signed invoices to the TOWN.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT and approved by the TOWN. Each invoice shall include any

authorized and reimbursable expense, which must be accompanied by appropriate documentation.

C. Invoices for the work, other than lump sum, shall include a breakdown for each part of the work billed for each item.

SECTION 7 - SCHEDULE OF WORK

The TOWN shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed, and in which order. Should a work revision effect a change in scope, cost or schedule, the CONSULTANT shall submit such revision(s) for review and, if warranted, written approval shall be provided by the TOWN.

The CONSULTANT shall commence work within five working days of the Authorization to Proceed unless otherwise specified in the Authorization to Proceed.

SECTION 8 - RIGHT OF DECISIONS

All services by the CONSULTANT shall be performed in accordance with all professional standards and practices and to the reasonable requirements of the TOWN. The TOWN shall be the sole arbiter of all claims, questions and disputes arising under this Agreement. Any determination by the Town shall be final, conclusive and binding upon the TOWN and the CONSULTANT. In the event the CONSULTANT does not concur with any decision of the TOWN, it must, within ten (10) days after determination by the TOWN, present written objections to the decision to the TOWN Manager or his designee for final resolution. Before taking any action to contest the TOWN's determination, the CONSULTANT must follow the appeal process established in this Agreement and the CONSULTANT agrees to strictly abide by the ten-day time deadline set forth in this paragraph; in failing to do so, CONSULTANT acknowledges that the TOWN's decision final.

SECTION 9 - OWNERSHIP OF DOCUMENTS

All work products developed by the CONSULTANT pursuant to this Agreement shall become the sole property of the TOWN without restrictions or limitation upon their use and shall be made available by the CONSULTANT at any time upon request by the TOWN. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the TOWN for its use. Consultant agrees to turn over all documents in process developed up until the time of termination of this contract if any under Section 15 hereunder.

CONSULTANT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes.

It is further understood that any report, tracing, plan, map or other work product, without limitation, given by TOWN to CONSULTANT pursuant to this Agreement shall at all times remain the property of TOWN, shall be returned to TOWN, and shall not be used by CONSULTANT for any other purpose without the written consent of the TOWN.

SECTION 10 - REUSE OF DOCUMENTS

The CONSULTANT may not retain, reuse and/or copy data or work products developed by the CONSULTANT for the TOWN without express written permission of the TOWN. The CONSULTANT will upon request provide the TOWN additional copies of reports, tracings, plans, maps, and/or other work products produced pursuant to this Agreement at the cost for reproduction.

SECTION 11 - NOTICES

Any notices, reports or other written communications from the CONSULTANT to the TOWN shall be considered delivered when posted by certified mail or delivered in person to the TOWN. The CONSULTANT'S representative will be:

TOWN'S representative will be: Gary L. Word
Town Manager
Town of Surfside
9293 Harding Ave
Surfside, FL 33154

With Copies to: Martin Sherwood
Finance Director
Town of Surfside
9293 Harding Ave
Surfside, FL 33154

Any notices, reports or other communications from the TOWN to the CONSULTANT shall be considered delivered three (3) days after being posted by certified mail to the CONSULTANT at the last address left on the file with the TOWN or immediately if delivered in person to said CONSULTANT or the CONSULTANT'S authorized representative. The CONSULTANT'S representative will be:

SECTION 12 - AUDIT RIGHTS

The TOWN reserves the right to audit the records of the CONSULTANT related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the TOWN as may be requested by the TOWN, solely at the cost of reproduction.

SECTION 13 - SUBCONTRACTING

The CONSULTANT shall not subcontract, assign, or transfer any work under this Agreement without the written approval of the TOWN. The CONSULTANT shall cause the name(s) of any subcontracted firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

The CONSULTANT shall be fully responsible to TOWN for all acts and omissions of any officers, representatives, agents, employees, or subcontractors of CONSULTANT.

Subcontractors of CONSULTANT shall have appropriate general liability, professional liability and workers' compensation insurance, or be covered by CONSULTANT's insurance. CONSULTANT shall furnish TOWN with appropriate proof of insurance and releases from all subcontractors in connection with the work performed.

SECTION 14 - CONTINGENT FEES

The CONSULTANT warrants that no person or company was employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bonafide employee, any fee commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach or violation of this provision, the TOWN shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or amounts due to CONSULTANT or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages related to the breach of the provision and shall report the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION 15 - TERMINATION/MODIFICATION OF AGREEMENT

1. The CONSULTANT agrees that the TOWN may terminate this Agreement for any reason upon ten (10) days written notice to the CONSULTANT.
2. In the event of termination by the TOWN, the TOWN'S sole obligation to the CONSULTANT shall be for payment for those portions of satisfactorily completed work authorized. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage or work complete as estimated by the CONSULTANT and agreed upon by the TOWN up to the time of termination. In the event of such termination, the TOWN may, without penalty or other obligation to the CONSULTANT, elect to employ other persons or entities to perform the same or similar services. CONSULTANT shall not be entitled to any other amounts or damages including but not limited to anticipated profits, consequential damages or those set forth in Section 4 of this Agreement upon termination by TOWN pursuant to this Section and provided all work product performed to date and for said fees earned has been transferred to the Town. It is understood by TOWN and CONSULTANT that any payment to CONSULTANT shall be made only if CONSULTANT is not in default under the terms of this Agreement as determined by the TOWN.
3. The terms of this Agreement may only be modified upon the written, mutual agreement of the CONSULTANT and the TOWN.
4. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial changes in its business structure or its principals, the TOWN reserves the right to terminate this

Agreement.

5. In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the TOWN and those documents delivered by the TOWN to the CONSULTANT that pertain to this Agreement, of which, the TOWN will have full ownership thereof, CONSULTANT may retain copies of such documents for record purposes.

SECTION 16 - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for the duration of the PROJECT, unless it is terminated as provided herein.

SECTION 17 - DEFAULT

An event of default shall mean a breach of this Agreement by CONSULTANT as determined by the sole discretion of the TOWN. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include but not be limited to the following:

- CONSULTANT has not performed services on timely basis;
- CONSULTANT has refused or failed to supply enough properly-skilled personnel;
- CONSULTANT has failed to make prompt payment to subcontractors or suppliers for any services;
- CONSULTANT has failed to fulfill representations made in this Agreement; or
- CONSULTANT has refused or failed to provide the Services as defined in this Agreement.

In an Event of Default, CONSULTANT shall be liable for all damages to the TOWN and others resulting from the default, including but not limited to:

- Lost funding,
- The difference between the cost associated with procuring services and the amount actually expended by TOWN, including procurement and administrative costs, and
- Consequential damages.

TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in such order as may be deemed expedient by TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. TOWN's right and remedies as set forth in this Agreement are not exclusive but are in addition to any other rights and remedies available to TOWN in law or in equity.

SECTION 18 – INDEMNIFICATION

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT, including but not limited to the CONSULTANT's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter CONSULTANT) hereby agrees to indemnify, hold harmless and defend the Town of Surfside, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the Town's behalf (hereinafter TOWN) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the Town may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of CONSULTANT in the execution, performance or non-performance or failure to adequately perform CONSULTANT'S obligation pursuant to this Agreement.

SECTION 19 - INSURANCE

The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

- A. **Commercial General Liability:** The contractor shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the Town of Surfside and shall name the Town of Surfside as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.
- B. **Automobile Liability Insurance:** Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. **Professional Liability Insurance:** Professional liability insurance with a minimum limit of one million dollars (\$1,000,000) aggregate with respect to acts, errors or omissions in

connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000 for each claim CONSULTANT represents it is financially responsible for the deductible amount.

D. Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided.

E. Insurance Certificates:

The Town of Surfside is to be specifically included on all certificates of insurance (with exception to Workers Compensation) as an additional insured. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The Town reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The Town may request a copy of the insurance policy according to the nature of the project. Town reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

SECTION 20 - QUALITY CONTROL

The CONSULTANT warrants a high level of quality control and accuracy. The TOWN may request additional data collection or reanalysis of data at no expense to the TOWN. If the original data collected and/or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section 5 of this Agreement.

The CONSULTANT acknowledges that the TOWN may periodically evaluate the CONSULTANT'S performance and that the evaluation may be used by the TOWN to determine the CONSULTANT'S qualifications for future contracts with the TOWN.

SECTION 21 - NON EXCLUSIVE AGREEMENT

The parties acknowledge that this agreement is not an exclusive agreement and the TOWN may employ other consultants, professional or technical personnel to furnish services for the TOWN, as the TOWN, in its sole discretion, finds is in the public interest.

SECTION 21.1 - REPRESENTATIONS

- A. CONSULTANT represents that it is able to furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner suitable to the TOWN.
- B. CONSULTANT represents, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services described in this Agreement.
- C. CONSULTANT shall, upon the request of TOWN, promptly correct or replace all deficient work due to errors or omissions without cost to TOWN. CONSULTANT shall also be responsible for all damages resulting from CONSULTANT's deficient documents. Payment in full by TOWN for services performed does not constitute a waiver of this representation.
- D. All services performed by CONSULTANT shall be to the satisfaction of TOWN. In cases of disagreement or ambiguity, TOWN shall, as provided in Section 8 of this Agreement, decide all questions, difficulties and disputes of whatever nature that may arise under this Agreement and the CONSULTANT agrees that the TOWN's decision on all claims or questions is final.
- E. CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this representation, TOWN shall have the absolute right to cancel this Agreement without liability to CONSULTANT or any third party.

SECTION 22 - INTEREST OF MEMBERS OF TOWN AND OTHERS

No officers, members or employees of the TOWN, and no members of its governing body, and no other public official of any other governmental entity, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement that affects their personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 23 - INTEREST OF CONSULTANT

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, that shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed.

Furthermore, CONSULTANT covenants and agrees that it will not undertake the representation of any governmental entity, department or agency whose jurisdiction is within or covers any portion of Surfside, Florida without the express, written consent of the Town Commission of the TOWN.

Furthermore, CONSULTANT acknowledges that as of the effective date of this Agreement, CONSULTANT does not represent any client whose interest is currently adverse to the interest of the TOWN. If during the term of this Agreement, CONSULTANT determines that a client it represents has or may potentially have an interest adverse to the interest of TOWN, then CONSULTANT shall disclose such conflicting interest as required by this Section. Additionally, before proposing, advocating or otherwise advancing any legislation, administrative rule, regulation, or policy on behalf of a client, where such legislation, rule, regulation, or policy may potentially impact TOWN and its operations, CONSULTANT shall, consistent with this Section, disclose the representation and provide a copy of the legislation, administrative rule, regulation, or policy to the Town Manager.

The CONSULTANT further agrees that, in the performance of this Agreement, if any conflict of interest arises, it shall disclose, in writing, such interest to the TOWN within three (3) days after the conflict arose. Such written disclosure shall provide sufficient information concerning the CONSULTANT's conflict including, but not limited to, name of the client presenting the conflicting position, the nature of the conflict, and the extent to which CONSULTANT is unable to provide the services described in this Agreement. The Town Manager may take any action necessary to address the conflict of interest disclosed by CONSULTANT, including termination of this Agreement.

SECTION 24 - INDEPENDENT CONTRACTOR

CONSULTANT and its employees, agents, contractors and subcontractors shall be deemed to be independent contractors and not TOWN agents or employees. CONSULTANT, its employees or agents, contractors and subcontractors shall not attain any rights or benefits under TOWN's Personnel Rules and Regulations or Pension Systems nor any rights generally afforded TOWN's classified or unclassified employees. CONSULTANT, its agents, employees, contractors or subcontractors shall not be deemed entitled to the Florida Workers' Compensation benefits as a TOWN employee.

SECTION 25 - NON-DISCRIMINATION

CONSULTANT agrees that it will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

SECTION 26 - OTHER PROVISIONS

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- B. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
- C. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida law or any order entered by such court. If not modifiable to conform to such law or order, then it shall be deemed severable and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- D. The rights of the parties hereto shall be construed and be subject to the jurisdiction of the courts in accordance with the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in Surfside, Florida.

SECTION 27-LIMITATION OF LIABILITY

The TOWN desires to enter into this Agreement only if in so doing the TOWN can place a limit on the TOWN's liability for any cause of action arising out of this Agreement, so that the TOWN's liability for any breach never exceeds the sum of \$100.00. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the TOWN to any action or claim arising from the Agreement is limited to a maximum amount of \$100.00 less the amount of all funds actually paid by the TOWN to CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, CONSULTANT agrees that the TOWN shall not be liable to CONSULTANT for damages in an amount in excess of \$100.00 which amount shall be reduced by the amount actually paid by the TOWN to CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the TOWN's liability as set forth in Section 768.28, Florida

Statutes, or to extend the Town's liability beyond the limits established in said Section; and no claim or award against the TOWN shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest.

SECTION 28 - ENTIRETY OF AGREEMENT

This writing, together with documents referenced herein, embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties and added as an addendum to this Agreement.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. The venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida. The parties hereto acknowledge and agree, for adequate and valuable consideration that they waive their right to trial by jury in any litigation that may arise out of any controversy that pertains to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of _____, 2010.

Reviewed by Town Attorney: _____ **Date:** _____

ATTEST:

**TOWN OF SURFSIDE
MIAMI-DADE COUNTY, FLORIDA**

Debra Eastman, Town Clerk

By: _____
Gary L. Word, Town Manager
As approved by Town Commission on:

WITNESS:

By: _____
(Name of Individual)

Printed Name

CONSULTANT

By: _____
(Name of Individual)

Printed Name